

High Majestic Wind Energy Center, LLC

700 Universe Blvd.
Juno Beach, Florida 33408-2683

February 23, 2010

Robin Fulce
Superintendent
Panhandle Independent School District
106 W 9th Street
Panhandle, TX 79068-1030

Subject: **Participation Agreement Assignment and Contact Information**

Dear Superintendent:

This letter shall constitute notice that Babcock & Brown Renewable Holdings, Inc, Majestic Wind Power LLC and Majestic Wind Power 2 LLC, as the party to the Texas Economic Development Act Participation Agreement, sold all of the wind farm assets to High Majestic Wind Energy, LLC on December 16, 2009 and that all its respective rights and responsibilities under the Texas Economic Development Act Participation Agreement are assigned to High Majestic Wind Energy Center, LLC (Texas Tax ID # 32040257860). (See attached Acknowledgement of Assignment)

The contact information for High Majestic Wind Energy Center, LLC is

Matthew Schafer
VP – Business Development South Region
700 Universe Blvd
Juno Beach, FL 33408

(561) 304-5235
Matthew.schafer@fpl.com

If you have any questions or require any additional information, please do not hesitate to contact me at (561) 304-5385.

Sincerely,



Ruth Martini
Tax Manager

Attachment

Majestic Wind Power LLC
One Letterman Drive, Building D
San Francisco, CA 94129
Attn: General Counsel

November 1, 2009

Panhandle Independent School District
P.O. Box 1030
Panhandle, TX 79068
Attn: Robin Fulce, Superintendent

re: Acknowledgement of Assignment

Reference is made to that certain Amended Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated February 25, 2009, together with Partial Assignment dated June 25, 2009 among Babcock & Brown Renewable Holdings, Inc., Majestic Wind Power LLC and Majestic Wind Power 2 LLC (the "Transferred Agreement") between Babcock & Brown Renewable Holdings, Inc. (Texas taxpayer ID# 12043050983) ("Project Entity") and Panhandle Independent School District ("Acknowledging Party").

Project Entity and High Majestic Wind Energy Center, LLC (Texas taxpayer ID# 32040257860), a Delaware limited liability company ("Assignee") have entered into an Asset Purchase Agreement (the "APA") dated as of September 30, 2009, pursuant to which Project Entity has agreed to sell and Assignee has agreed to purchase certain assets of Project Entity to which the Transferred Agreement relates. In connection therewith, Project Entity will assign the Transferred Agreement to Assignee immediately prior to or upon the consummation of the transactions contemplated in the APA. By your execution hereof, Acknowledging Party hereby acknowledges the assignment of all of the rights, title and interest to and in the Transferred Agreement to Assignee and upon execution of the assignment of the Transferred Agreement accepts Assignee as a party to the Transferred Agreement and expressly, fully, finally and forever irrevocably and unconditionally releases, relieves and discharges Project Entity from all of its duties and obligations and liabilities arising out of or accruing under the Transferred Agreement whether matured, un-matured, fixed, contingent, anticipated or unanticipated.

The Acknowledging Party certifies as follows:

- (a) No Amendments. Except as described above, there are no amendments, modifications or supplements (whether by waiver, consent or otherwise) to the Transferred Agreement, either oral or written.
- (b) No Previous Assignments. The Acknowledging Party affirms that it has not received notice of any assignment relating to the right, title and interest of the Project Entity in, to and under the Transferred Agreement.

(c) No Termination Event; No Disputes. There exists no event or condition that would, either immediately or with the passage of time or giving of notice, or both, entitle either the Project Entity or the Acknowledging Party to terminate the Transferred Agreement or suspend the performance of its obligations under the Transferred Agreement. There are no unresolved disputes between the parties under the Transferred Agreement. All amounts due and payable under the Transferred Agreement as of the date hereof have been paid in full.

Please acknowledge your agreement and acceptance to the foregoing (including your consent to the above-referenced assignment) by signing the duplicate copy of this letter in the signature blank below and returning it to the undersigned at your earliest convenience. We would appreciate it if you could return the signed acknowledgement no later than November 1, 2009.

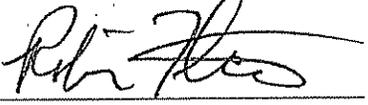
[Signature page follows]

MAJESTIC WIND POWER LLC

By: _____
Name:
Title:

ACKNOWLEDGED, AGREED TO
AND ACCEPTED BY:

PANHANDLE INDEPENDENT SCHOOL DISTRICT

By: 
Name: Robin Fulce
Title: Superintendent
Date: November 24, 2009